

# TOWN OF HUACHUCA CITY

The Sunset City

**HUACHUCA CITY TOWN COUNCIL  
PUBLIC MEETING NOTICE  
NOVEMBER 19, 2020, AT 7:00 PM  
COUNCIL CHAMBERS  
500 N. GONZALES BLVD.  
HUACHUCA CITY, AZ 85616**

## **AGENDA**

### **A. Call to Order – Mayor**

- a. Pledge of Allegiance
- b. Roll Call and Ascertain Quorum
- c. Invocation

*Any prayer/invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Town Clerk's Office and interested persons should contact the Town Clerk's Office for further information.*

### **B. Call to the Public – Mayor**

*A.R.S. 38-431.01 states the Public Body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the Public Body. At the conclusion of an open call to the public, individual members of the Public Body may respond to criticism made by those who have addressed the Public Body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the Public Body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.*

### **C. Consent Agenda - Mayor**

*All items listed in the Consent Agenda are considered routine matters and will be enacted by one motion of the Council. There will be no separate discussion of these items unless a*

*Member of the Town Council requests that an item or items be removed for discussion. Council Members may ask questions without removal of the item from the Consent Agenda. Items removed from the Consent Agenda are considered in their normal sequence as listed on the agenda, unless called out of sequence.*

- C.1** Consider approval of the minutes of the Special Council meeting held on November 4, 2020, the Special Council meeting held on November 5, 2020, the Regular Council meeting on November 5, 2020, and the Executive Sessions on November 4, 2020 and November 5, 2020.
- C.2** Consider approval of the Payment Approval Report.

#### **D. Unfinished Business before the Council – Mayor**

*Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen, who wishes, may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.*

#### **E. New Business Before Council - Mayor**

*Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen, who wishes, may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.*

**E.1 Discussion and or/Action [Town Attorney]:** Authorization to approve a Memorandum of Understanding with the State of Arizona and other political subdivisions within the State to join in collective efforts to reach a settlement of common claims arising out of the manufacture and distribution of legal opioid medications.

**E.2 Discussion and/or Action [Suzanne Harvey]:** Director Harvey will ask for Council direction regarding the Sewer Pond closure project, including applying for funding from the State's Clean Water and Drinking Water Revolving Fund by applying to the State Water Infrastructure Finance Authority. Ms. Harvey will also seek authority to engage a contractor for the project through the State's cooperative job order contracting program.

**E.3 Discussion and/or Action [Suzanne Harvey]:** Director Harvey will provide an update regarding the Town's plans for holiday events, and Chief Thies will seek approval for the planned parade route and road closures associated with it.

**E.4 Discussion and/or Action [Mayor Wallace]:** Direction to staff to establish a civilian review board for police department matters.

**E.5 Discussion and/or Action [Mayor Wallace]:** Resolution 2020-27 approving a renewal of the intergovernmental agreement with the Whetstone Fire District for the District to provide fire and emergency medical services to the Town.

**E.6 Discussion and/or Action [Town Attorney]:** Mr. Benavidez will present a contract for the Council to engage Suzanne Harvey to serve as the Town Manager.

**E.7 Discussion and/or Action [Suzanne Harvey]:** Authorization to engage Lumen Technologies to provide internet services to the Town of Huachuca City's Administrative and Public Safety buildings.

**E.8 Discussion and/or Action [Mayor Wallace]:** Sierra Vista Metropolitan Planning Organization ["SVMPO"] presentation to outgoing Councilmember, Joy Banks, for her service to the SVMPO and the community.

**E.9 Discussion and/or Action [Mayor Wallace]:** Acceptance of the resignation of Councilmember Joy Banks, and appreciation for her service to the Town.

**E.10 Discussion and/or Action [Mayor Wallace]:** Adoption of Resolution 2020-26 canvassing the results of the general election held on November 3, 2020. The Mayor will also have the elected councilmembers take the oath of office.

**E.11 Discussion and/or Action [Mayor Wallace]:** The Council will announce a vacant seat on the Council and will discuss how the Council would like to proceed in filling it, as required by Town Code section 2.05.040.

**F. Department Director reports**

**G. Items to be placed on future agendas**

**H. Reports of Current Events by Council**

**I. Adjournment**

Posted at 5:00 PM on November 16, 2020, at the following locations:

<b>Town Hall Bulletin Board</b> 500 N. Gonzales Blvd. Huachuca City, AZ 85616	<b>Town Hall Lobby Windows</b> 500 N. Gonzales Blvd. Huachuca City, AZ 85616	<b>Town Website</b> <a href="https://huachucacityaz.gov">https://huachucacityaz.gov</a>
<b>Huachuca City U.S. Post Office</b> 690 N. Gonzales Blvd. Huachuca City, AZ 85616	<b>Huachuca City Library Windows</b> 506 N. Gonzales Blvd. Huachuca City, AZ 85616	<b>Huachuca City Police Department</b> 500 N. Gonzales Blvd. Huachuca City, AZ 85616

*Ms. Brandye Thorpe*

Town Clerk

Note: This meeting is open to the public. All interested people are welcome to attend. A copy of agenda background material provided to the Councilmembers, with the exception of confidential material relating to possible executive sessions, is available for public inspection at the Town Clerk's Office, 500 N. Gonzales Blvd., Huachuca City, AZ 85616, Monday through Friday from 8:00 a.m. to 5:00 p.m. or online at [www.huachucacityaz.gov](http://www.huachucacityaz.gov)

Individuals with disabilities who need a reasonable accommodation to attend or communicate at a town meeting, or who require this information in alternate format, may contact the Town at 456-1354 (TTY 456-1353) to make their needs known. Requests should be made as early as possible so there is sufficient time to respond.



# TOWN OF HUACHUCA CITY

The Sunset City

**MEETING MINUTES OF THE  
HUACHUCA CITY TOWN COUNCIL SPECIAL SESSION  
November 4, 2020 AT 6:00 PM  
COUNCIL CHAMBERS  
500 N. GONZALES BLVD.  
HUACHUCA CITY, AZ 85616**

## AGENDA

### A. Call to Order – Mayor

- a. Pledge of Allegiance
- b. Roll Call and Ascertain Quorum
- c. Invocation

*Any prayer/invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Town Clerk's Office and interested persons should contact the Town Clerk's Office for further information.*

The meeting was called to order at: 6:00 pm  
The Pledge of Allegiance was led by: Mayor Wallace

### Roll Call.

Present: Johann Wallace, Donna Johnson, Joy Banks, Cynthia Butterworth, Christy Hirshberg, Debbie Trate, Jean Post, Suzanne Harvey (Not voting), Brandye Thorpe (Not voting), Thomas Benavidez, Attorney (Not voting).

### B. Call to the Public – Mayor

*A.R.S. 38-431.01 states the Public Body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the Public Body. At the conclusion of an open call to the public, individual members of the Public Body may respond to criticism made by those who have addressed the Public Body, may ask staff to review a*

matter or may ask that a matter be put on a future agenda. However, members of the Public Body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

### **C. New Business Before Council - Mayor**

Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen, who wishes, may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.

**C.1 Discussion and/or Action [Mayor Wallace]:** The Council might vote to convene in executive [closed] session, pursuant to A.R.S. 38-431.03(A)(1), to interview applicants and discuss hiring a new Town Manager. Following the executive session, the Council might reconvene in public session to hire a new Town Manager or direct staff concerning further interviews and or recruitment activity.

**Motion: , Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.

Mayor Wallace: I do see we have two applicants. The first one will be Ms. Suzanne Harvey.

**Motion: 6:02pm , Action:** Enter Executive Session, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.

Motion passed unanimously.

**Motion: 6:57pm , Action:** Close Executive Session and Open back up to Public, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Motion passed unanimously.

Mayor Wallace: Both of you candidates, I appreciate you taking the time to sit with us. We do have another interview that we still have to conduct tomorrow so we will not be making a decision tonight. Thank you very much.

### **D. Adjournment**

**Motion: , Action:** Adjourn, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.  
Motion passed unanimously.

**Meeting Adjourned: 6:58 pm**

Approved by Mayor Johann R. Wallace on November 19, 2020.

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Mr. Johann R. Wallace  
Mayor

Attest: \_\_\_\_\_  
Ms. Brandye Thorpe,  
Town Clerk

Seal:

**Certification**

I hereby certify that the foregoing is a true and correct copy of the Minutes of the Meeting for the Huachuca City Town Council held on July 2, 2020. I further certify that the meeting was duly called and a quorum was present.

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Ms. Brandye Thorpe,  
Town Clerk



# TOWN OF HUACHUCA CITY

The Sunset City

**MEETING MINUTES OF THE  
HUACHUCA CITY TOWN COUNCIL  
November 05, 2020 AT 7:00 PM  
COUNCIL CHAMBERS  
500 N. GONZALES BLVD.  
HUACHUCA CITY, AZ 85616**

## AGENDA

### A. Call to Order – Mayor

- a. Pledge of Allegiance
- b. Roll Call and Ascertain Quorum
- c. Invocation

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The meeting was called to order at: 7:00pm

The Pledge of Allegiance was led by: Mayor Wallace

The invocation was offered by: Elder Thomas

### Roll Call.

Present: Johann Wallace, Donna Johnson, Joy Banks, Cynthia Butterworth, Christy Hirshberg, Debbie Trate, Jean Post, Suzanne Harvey (Not voting), Brandye Thorpe (Not voting), Thomas Benavidez, Attorney (Not voting).

### B. Call to the Public – Mayor



A.R.S. 38-431.01 states the Public Body may make an open call to the public during a public meeting, subject to reasonable time, place and manner restrictions, to allow individuals to address the public body on any issue within the jurisdiction of the Public Body. At the conclusion of an open call to the public, individual members of the Public Body may respond to criticism made by those who have addressed the Public Body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the Public Body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.

Mayor Wallace Recognizes Steven Hasson.

Mr. Hasson: I would like to introduce myself, I am on the Whetstone Fire District Board of Directors and also here is Donna Graybill, the Chairperson. We just wanted to come over and say hi and establish a good relationship and I think that's important now because our Fire Chief has retired and so we're in a period of uncertainty but with Donna's guidance we have an action plan for a new Fire Chief and an Interim Fire Chief probably. We intend to work closely with you to ensure that the transition is seamless and the relationship is stronger. My background is 35 years in public service, I served as a City Manager in several locations around the United States. Elected County Supervisor for many years.

### **C. Consent Agenda - Mayor**

All items listed in the Consent Agenda are considered routine matters and will be enacted by one motion of the Council. There will be no separate discussion of these items unless a Member of the Town Council requests that an item or items be removed for discussion. Council Members may ask questions without removal of the item from the Consent Agenda. Items removed from the Consent Agenda are considered in their normal sequence as listed on the agenda, unless called out of sequence.

- C.1** Consider approval of the minutes of the Regular Council meeting held on October 22, 2020.
- C.2** Consider approval of the Payment Approval Report.
- C.3** Consider approval of the disposal of 6 ft extendable ladder, miscellaneous NASCAR items, desk phone, miscellaneous tools, crystal lamp, clock, vintage camara, vintage radio, and a household serving tray through Public Surplus.

**Motion:** , **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Cynthia Butterworth.

**Motion:** Approve the items on the Consent Agenda, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Jean Post.  
Motion passed unanimously.

#### **D. Unfinished Business before the Council – Mayor**

*Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen, who wishes, may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.*

#### **E. New Business Before Council - Mayor**

*Public comment will be taken at the beginning of each agenda item, after the subject has been announced by the Mayor and explained by staff. Any citizen, who wishes, may speak one time for five minutes on each agenda item before or after Council discussion. Questions from Council Members, however, may be directed to staff or a member of the public through the Mayor at any time.*

**E.1 Discussion and or/Action [Town Attorney]:** The Council might vote to go into executive [closed] session, pursuant to A.R.S. 38-431.03(A) (3) & (4), for legal advice, consultation and to direct its attorneys concerning the water rights adjudication in Maricopa County Case No. W1-11-0245 ["In Re the General Adjudication of All Rights to Use Water in the Gila River System and Source"]. Following the executive session, the Council might take action to direct its attorneys.

Mr. Benavidez: I feel bad, I know we usually wait until the end of the meeting for Executive Session, but he waits in the office for us.

**Motion:** Item E.1 , **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Cynthia Butterworth.

**Motion: 7:07pm , Action:** Enter Executive Session, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.  
Motion passed unanimously.

**Motion: 7:17pm , Action:** Close Executive Session enter back into Public Session, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.  
Motion passed unanimously.

Mayor Wallace: No action to take, we just received an update.

**E.2 Discussion and/or Action [Suzanne Harvey]:** Resolution No. 2020-24 authorizing approval of an intergovernmental agreement with the State of Arizona to join the Arizona Cooperative Purchasing Program. Cooperative purchasing is authorized by the Town Code, Section 3.05.090, as an alternative to the Town's procurement process.

**Motion:** Item E.2, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Director Harvey: Essentially what this does is it allows us to use state contracts that have already been approved through the state without the need for the request for proposal (RFP) process. This saves time and money and reduces the administrative burden. We definitely want to do this as we are looking at the sewer pond project. This will allow us to move forward quickly.

**Motion:** Resolution 2020-24, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.

Motion passed unanimously.

**E.3 Discussion and/or Action [Suzanne Harvey]:** Resolution No. 2020-25 authorizing approval of an intergovernmental agreement with the Mohave Educational Services Cooperative to join Mohave's public purchasing program.

**Motion:** Item E.3, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Director: This is basically the same as the previous item, however, this started out being just for schools and school districts but have since grown and expanded and now offer services to municipalities, counties and government agencies too. They do a lot of good work. They may come in handy particularly for the Library because they have contracts for educational things but they do everything as well.

**Motion:** 2020-25, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.  
Motion passed unanimously.

**E.4 Discussion and/or Action [Suzanne Harvey]:** Director Harvey will give an update regarding the sewer pond closure project.

**Motion:** Item E.4, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Director Harvey: Doc, Jim and I met with SJ Anderson Company who came down with their engineer from Team Converse. We want to move forward, they are going to be very helpful. They have already set up a timeline and they plan to come down here on November 19, 2020 to do a work session with Council and then we'll have it on the Agenda for Council approval that evening.

Jim Halterman: These guys are our liaison between us and ADEQ. It's like having a grant writer, they are our permit writer.

Suzanne Harvey: They will also help with getting Wifa funding.

Mayor Wallace: You said there's a project timeline?

Suzanne Harvey: There is, I just got it yesterday.

Jim Halterman: They also have a backup plan if we can't go through Wifa for other funding.

Mayor Wallace: So we have a work session on the 19<sup>th</sup>, letting you know that's scheduled at 6pm. Could you send out that timeline?

Suzanne Harvey: I will Sir.

**E.5 Discussion and/or Action [Mayor Wallace]:** Council might take action to hire a new Town Manager and might also discuss and establish the salary and other terms of the position. The Council might go into executive [closed] session, pursuant to A.R.S. 38-431.03(A)(1), to discuss these matters, but any final action will take place in open session.

**Motion:** Item E.5 , **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Cynthia Butterworth.

**Motion:** 7:22pm , **Action:** Enter Executive Session, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.

Motion passed unanimously.

**Motion:** 7:32pm, **Action:** Close Executive Session and open back up to Public, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Motion passed unanimously.

**Motion:** Select Ms. Suzanne Harvey as our next Town Manager, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Cynthia Butterworth.

Motion passed unanimously.

**Motion:** Town Attorney to develop a contract and bring it back to Council for decision, **Action:** Direct Staff, **Moved by** Johann Wallace, **Seconded by** Christy Hirshberg.

Motion passed unanimously.

**E.6 Discussion and/or Action [Chief Thies]:** Chief Thies will seek approval for a street sign at Buckskin Dr. stating "Not a Through Street".

**Motion:** Item E.6, **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Cynthia Butterworth.

**Motion:** This street sign, **Action:** Approve, **Moved by** Johann Wallace, **Seconded by** Cynthia Butterworth.

Motion passed unanimously.

**E.7 Discussion and/or Action [Director Howe]:** Authorization to engage the firm of Logan-Simpson to perform the Phase I Environmental Assessment and Biological and Cultural Resources surveys and reports for Parcel 5 of the landfill.

**Motion:** Item E.7 , **Action:** Open for Discussion and/or Action, **Moved by** Johann Wallace, **Seconded by** Cynthia Butterworth.

## Environmental Services Proposal Evaluation Oct 20, 2020

Firm Name	Scope of Work	Price	Schedule	HAWE Comments
1. Harris Eviron Group	Biological Review Cls III Cultural Res. Invest. Phase I Eviron. Site Assmt.	\$12,554	30 days	Proposal very brief. Lacks detail. Cannot tell what really is to be done. Lowest Price. Schedule seems reasonable. When requesting proposal there was a lot of back/forth repetitive discussion. Made me think they weren't listening. Worried about thoroughness of final product.
2. ACS	Biological Review Cultural Res. Inventory	\$20,535	10-12 weeks	Proposal emphasized Bio and Cultural investigations. No Phase I Environ. Big emphasis on Cultural investigation. Highest price. Longest schedule at 90 days. Wanted 33% upfront retainer plus CADD data files plus other data.
3. Logan Simpson/Parti	Phase I Eviron. Assmt. Bio Survey Cultural Resources	\$16,200	30-35 days	Proposal responsive and thorough enough to determine what will be done. Price in the middle. Schedule seems reasonable. Proposal was clearly laid out and easy to follow.

Jay Howe: I'm recommending Logan Simpson for the cost of \$16,200.00.

**Motion:** Engagement of Logan Simpson for the Phase I Environmental Assessment and Biological and Cultural Resources surveys and reports for Parcel 5 of the landfill, **Action:** Authorize, **Moved by** Johann Wallace, **Seconded by** Donna Johnson.  
Motion passed unanimously.

Mayor Wallace: Before we move on to item F, we do have a new resident, one who hasn't been here before, who did submit a call to the public slip and I want to give him a chance to come up and speak, so Mr. Dawson.

Lawrence Dawson: I'm outside city limits, but about a year and a half ago I had an extremely large water bill, \$458.00. The city meter said I used 186 thousand gallons of water. I don't know that I could use that much if I turned on the hose and let it run for 30 days, but I had no choice but to pay the bill. Previously the month before there was a \$275 water bill. The city replaced the meter and charged me \$75 for that. If your equipment is broken I shouldn't have to pay for that, it's your error. What I was told was that instead of reading 100 gallons, it was reading 1000 gallons as 1000 gallons. They replaced the meter and it hasn't been an issue since. I didn't have a leak, that wasn't the issue. I had spoken to the previous city manager and the one before that too but he left and he hadn't gotten what he needed. It's just been sitting in limbo since. Maybe somebody can find out what's right and I know this city's not in a position to give me my money back but maybe we can adjust the bill accordingly. Like I said I'm not in any rush.

### F. Department Director reports

Mayor Wallace: Council should have received the reports, do you have any questions for anyone? Has anything changed since you submitted them Directors?

Suzanne Harvey: I just want to say thank you to everyone who came out and helped with the Creepy Candy Cruise. We had 91 cars go through. I appreciate it. A lot of staff that wasn't there donated candy or money to buy candy so I really appreciate the support.

#### **G. Items to be placed on future agendas**

Mayor Wallace: The contract. Election results. Road closures or discussions for the parade.

#### **H. Reports of Current Events by Council**

Mayor Pro Tem Johnson: Everything went really smooth for Halloween and they did a great job setting up tables and everything.

Mayor Wallace: As it was mentioned by Steven, the resignation of the Fire Chief, I still want to have a work session with Whetstone so we need to figure out a date that works.

#### **I. Adjournment**

**7:44pm**

**Action: Adjourn, Moved by Johann Wallace, Seconded by Cristy Hirshberg.  
Motion passed unanimously.**

Approved by Mayor Johann R. Wallace on November 19, 2020.

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Mr. Johann R. Wallace  
Mayor

Attest: \_\_\_\_\_  
Ms. Brandye Thorpe,  
Town Clerk

Seal:

## Certification

I hereby certify that the foregoing is a true and correct copy of the Minutes of the Meeting for the Huachuca City Town Council held on September 10, 2020. I further certify that the meeting was duly called and a quorum was present.

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Ms. Brandye Thorpe,  
Town Clerk



# TOWN OF HUACHUCA CITY

The Sunset City

**MEETING MINUTES OF THE  
HUACHUCA CITY TOWN COUNCIL SPECIAL SESSION  
November 5, 2020 AT 6:00 PM  
COUNCIL CHAMBERS  
500 N. GONZALES BLVD.  
HUACHUCA CITY, AZ 85616**

## AGENDA

### A. Call to Order – Mayor

- a. Pledge of Allegiance
- b. Roll Call and Ascertain Quorum
- c. Invocation

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The meeting was called to order at: 6:00 pm  
The Pledge of Allegiance was led by: Mayor Wallace

### Roll Call.

Present: Johann Wallace, Donna Johnson, Joy Banks, Cynthia Butterworth, Christy Hirshberg, Debbie Trate, Jean Post, Suzanne Harvey (Not voting), Brandye Thorpe (Not voting), Thomas Benavidez, Attorney (Not voting).

### B. Call to the Public – Mayor

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*matter or may ask that a matter be put on a future agenda. However, members of the Public Body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.*

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**C.1 Discussion and/or Action [Mayor Wallace]:** The Council might vote to convene in executive [closed] session, pursuant to A.R.S. 38-431.03(A)(1), to interview applicants and discuss hiring a new Town Manager. Following the executive session, the Council might reconvene in public session to hire a new Town Manager or direct staff concerning further interviews and or recruitment activity.

**Motion: , Action: Open for Discussion and/or Action, Moved by Johann Wallace, Seconded by Donna Johnson.**

Mayor Wallace: I do see our applicant, Mr. Baker.

**Motion: 6:02pm, Action: Enter Executive Session, Moved by Johann Wallace, Seconded by Donna Johnson.**

**Motion passed unanimously.**

**Motion: 6:32pm , Action: Close Executive Session and enter back into Public, Moved by Johann Wallace, Seconded by Donna Johnson.**

**Motion passed unanimously.**

Mayor Wallace: It is noticed on the Agenda for us to make a decision now, we are not going to do that, we are going to wait for the actual meeting.

### **D. Adjournment**

**Motion: , Action: Adjourn, Moved by Johann Wallace, Seconded by Cynthia Butterworth.**  
**Motion passed unanimously.**

**Meeting Adjourned: 6:33pm**

Approved by Mayor Johann R. Wallace on November 19, 2020.

Mr. Johann R. Wallace  
Mayor

Attest: \_\_\_\_\_  
Ms. Brandye Thorpe,  
Town Clerk

Seal:

**Certification**

I hereby certify that the foregoing is a true and correct copy of the Minutes of the Meeting for the Huachuca City Town Council held on July 2, 2020. I further certify that the meeting was duly called and a quorum was present.

\_\_\_\_\_  
Ms. Brandye Thorpe,  
Town Clerk

## Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
<b>Ace Hardware</b>							
1020	Ace Hardware	175520/1	Office Supplies	11/12/2020	73.09	.00	10-43-290
1020	Ace Hardware	175410/1	Parts and Supplies for Ice Machin	11/06/2020	56.13	.00	10-43-500
1020	Ace Hardware	175413/1	Parts and Supplies for Ice Machin	11/06/2020	75.55	.00	10-62-460
1020	Ace Hardware	175412/1	Parts and Supplies for Ice Machin	11/06/2020	126.34	.00	10-68-290
1020	Ace Hardware	175409/1	Repair Ice Machine - Parts and S	11/06/2020	119.84	.00	51-40-460
1020	Ace Hardware	1972521/1	100' air hose, LF FY21-040	11/06/2020	57.21	.00	55-40-350
Total Ace Hardware:					508.16	.00	
<b>Antelope Run Electric, Inc.</b>							
10129	Antelope Run Electric, Inc.	13579	Evidence/Storage Maint, 3 lamp L	11/16/2020	325.00	.00	10-51-620
10129	Antelope Run Electric, Inc.	13579	Evidence/Storage Ventilation Main	11/16/2020	2,076.52	.00	10-51-620
10129	Antelope Run Electric, Inc.	13579	Motion Light on building	11/16/2020	225.00	.00	10-51-620
Total Antelope Run Electric, Inc.:					2,626.52	.00	
<b>AT&amp;T</b>							
1398	AT&T	0303869809	City Hall Phone Service	11/04/2020	183.38	.00	10-43-271
1398	AT&T	0303869809	Police Phone Service	11/04/2020	4.77	.00	10-51-271
1398	AT&T	NOV 02076998	Library Phone Service	11/04/2020	30.48	.00	10-62-271
1398	AT&T	0303869809	Landfill Phone Service	11/04/2020	23.51	.00	55-40-340
Total AT&T:					242.14	.00	
<b>Boise Tech LLC</b>							
10130	Boise Tech LLC	10-2020	Attend ADEQ Inspection by Steve	11/01/2020	500.00	.00	51-40-360
Total Boise Tech LLC:					500.00	.00	
<b>Caselle, Inc</b>							
1745	Caselle, Inc	105425	Contract Support and Maintenanc	11/01/2020	712.00	.00	10-43-480
Total Caselle, Inc:					712.00	.00	
<b>Caterpillar Financial Services</b>							
1760	Caterpillar Financial Services	30271812	Payment For D6T Tractor	10/28/2020	3,450.87	.00	55-40-705
1760	Caterpillar Financial Services	30271812	Payment For 816K Compactor	10/28/2020	3,313.82	.00	55-40-705
Total Caterpillar Financial Services:					6,764.69	.00	
<b>CenturyLink</b>							
4280	CenturyLink	110720	Phone Service - Town Hall	11/07/2020	766.95	.00	10-43-271
4280	CenturyLink	110720	Phone Service - Police Dept	11/07/2020	259.07	.00	10-51-271
4280	CenturyLink	110720	Phone Service - Library	11/07/2020	121.70	.00	10-62-271
10348	CenturyLink	JUN,AUG,NOV	ERATE Debt June 20, August 20,	11/16/2020	2,400.00	.00	10-62-621
10348	CenturyLink	AUG 2020 ERA	ERATE IP and Data Services Aug	11/16/2020	1,490.37	.00	10-69-810
10348	CenturyLink	NOV 2020 ERA	ERATE IP and Data Services Nov	11/16/2020	1,490.37	.00	10-69-810
4280	CenturyLink	110720	Phone Service - Landfill	11/07/2020	86.12	.00	55-40-340
Total CenturyLink:					6,614.58	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
<b>Cintas Corporation No. 445</b>							
10067	Cintas Corporation No. 445	4066788120	Uniform and Rentals/Public Works	11/09/2020	76.19	.00	10-57-110
10067	Cintas Corporation No. 445	4067579228	Uniform and Rentals/Public Works	11/16/2020	76.06	.00	10-57-110
10067	Cintas Corporation No. 445	4066788120	Uniform and Rentals/Water	11/09/2020	20.68	.00	51-40-110
10067	Cintas Corporation No. 445	4067579228	Uniform and Rentals/Water	11/16/2020	15.46	.00	51-40-110
10067	Cintas Corporation No. 445	4066788120	Uniform and Rentals/Sewer	11/09/2020	20.68	.00	52-40-110
10067	Cintas Corporation No. 445	4067579228	Uniform and Rentals/Sewer	11/16/2020	15.46	.00	52-40-110
10067	Cintas Corporation No. 445	4066788120	Uniform and Rentals/Landfill	11/09/2020	77.28	.00	55-40-110
10067	Cintas Corporation No. 445	4067579228	Uniform and Rentals/Landfill	11/16/2020	76.79	.00	55-40-110
Total Cintas Corporation No. 445:					378.60	.00	
<b>Copygraphix</b>							
1872	Copygraphix	28142456	Copy Machine Lease/Town Hall	11/06/2020	89.15	.00	10-43-705
Total Copygraphix:					89.15	.00	
<b>D&amp;M Tire &amp; Wheel</b>							
1974	D&M Tire & Wheel	44932	Repair Tire - PW1	11/04/2020	18.00	.00	10-57-610
Total D&M Tire & Wheel:					18.00	.00	
<b>Elite Sales and Service, LLC</b>							
2130	Elite Sales and Service, LLC	22960	613 Scraper PM Fluid Change	11/16/2020	1,288.74	.00	55-40-610
Total Elite Sales and Service, LLC:					1,288.74	.00	
<b>Herald Review Media</b>							
3680	Herald Review Media	489340	Recruitment ad Town Mgr	10/31/2020	76.32	.00	10-43-250
3680	Herald Review Media	489340	Recruitment ad Bus Driver	10/31/2020	375.09	.00	10-69-813
Total Herald Review Media:					451.41	.00	
<b>HintonBurdick, PLLC</b>							
10335	HintonBurdick, PLLC	233457	Audit Service/Admin	10/31/2020	9,500.00	.00	10-43-650
10335	HintonBurdick, PLLC	233457	Audit Service/Water	10/31/2020	2,375.00	.00	51-40-650
10335	HintonBurdick, PLLC	233457	Audit Service/Sewer	10/31/2020	2,375.00	.00	52-40-650
10335	HintonBurdick, PLLC	233457	Audit Service/Landfill	10/31/2020	4,750.00	.00	55-40-650
Total HintonBurdick, PLLC:					19,000.00	.00	
<b>Jack Furrier Tire &amp; Auto Care</b>							
10395	Jack Furrier Tire & Auto Care	258207	Tires & Alignment	10/28/2020	1,032.22	.00	10-57-610
Total Jack Furrier Tire & Auto Care:					1,032.22	.00	
<b>Leslie's PoolMart, Inc.</b>							
2777	Leslie's PoolMart, Inc.	034375	3" Chlorine Tables	11/13/2020	117.66	.00	10-58-460
2777	Leslie's PoolMart, Inc.	034375	On account credit	11/13/2020	6.05-	.00	10-58-460
Total Leslie's PoolMart, Inc.:					111.61	.00	
<b>Mac's Towing LLC</b>							
9867	Mac's Towing LLC	7814	Impound Towing Fees, PD0091	11/13/2020	85.00	.00	10-51-505
9867	Mac's Towing LLC	7815	Impound Towing Fees	11/14/2020	185.00	.00	10-51-505
9867	Mac's Towing LLC	7854	Impound Towing Fees, PD0088	11/06/2020	75.00	.00	10-51-505
9867	Mac's Towing LLC	7857	Impound Towing Fees, PD0090	11/10/2020	85.00	.00	10-51-505

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
Total Mac's Towing LLC:					430.00	.00	
<b>McCoy's Septic Pumping Service</b>							
10230	McCoy's Septic Pumping Service	4791	Pump Station Dump	11/06/2020	190.00	.00	55-40-360
Total McCoy's Septic Pumping Service:					190.00	.00	
<b>Merle's Automotive Supply</b>							
2882	Merle's Automotive Supply	16-361150	Oil Filter, Air Filter, Service Light T	11/03/2020	26.88	.00	10-60-460
2882	Merle's Automotive Supply	16-361546	Filter Oil 51060, Air Filter 46440 -	11/06/2020	26.88	.00	52-40-470
2882	Merle's Automotive Supply	16-361546	Filter Oil 51060, Air Filter 46440 -	11/06/2020	50.05	.00	52-40-470
2882	Merle's Automotive Supply	16-361967	Starter, Toggle Switch, Wire Roll	11/09/2020	196.07	.00	52-40-470
Total Merle's Automotive Supply:					299.88	.00	
<b>Moyes Sellers &amp; Hendricks</b>							
10370	Moyes Sellers & Hendricks	34077	Water Rights Attorney	11/11/2020	9,590.00	.00	51-40-650
Total Moyes Sellers & Hendricks:					9,590.00	.00	
<b>Platt, Brett</b>							
10457	Platt, Brett	TICKET 12872	Refund Dump Fee	11/09/2020	60.00	.00	55-40-460
Total Platt, Brett:					60.00	.00	
<b>Senergy Petroleum LLC</b>							
10215	Senergy Petroleum LLC	684303	Public Works Diesel #2	10/28/2020	26.08	.00	10-57-475
10215	Senergy Petroleum LLC	688870	Public Works Diesel #2	11/11/2020	32.33	.00	10-57-475
10215	Senergy Petroleum LLC	684303	Diesel #2 Water	10/28/2020	204.28	.00	51-40-475
10215	Senergy Petroleum LLC	688870	Diesel #2 Water	11/11/2020	253.29	.00	51-40-475
10215	Senergy Petroleum LLC	684303	Diesel #2 Sear	10/28/2020	204.28	.00	52-40-475
10215	Senergy Petroleum LLC	688870	Diesel #2 Sear	11/11/2020	253.29	.00	52-40-475
10215	Senergy Petroleum LLC	684303	Landfill Red Dyed Diesel #2	10/28/2020	1,009.82	.00	55-40-475
10215	Senergy Petroleum LLC	686502	Red Dyed Diesel #2	11/04/2020	699.04	.00	55-40-475
10215	Senergy Petroleum LLC	688870	Landfill Red Dyed Diesel #2	11/11/2020	946.36	.00	55-40-475
Total Senergy Petroleum LLC:					3,628.77	.00	
<b>SIRCHIE</b>							
3706	SIRCHIE	0468560-IN	Gun Evidence Boxes - Police Dep	11/11/2020	67.23	.00	10-51-460
Total SIRCHIE:					67.23	.00	
<b>Sparkletts</b>							
3541	Sparkletts	17743448-1105	Water	11/05/2020	109.03	.00	55-40-460
Total Sparkletts:					109.03	.00	
<b>Stronghold Signs, Inc</b>							
3894	Stronghold Signs, Inc	8597	Vehicle HC Emblem	10/30/2020	109.34	.00	10-57-610
Total Stronghold Signs, Inc:					109.34	.00	
<b>Sun Life Financial</b>							
4326	Sun Life Financial	900791/120120	employee dental	11/11/2020	40.54	.00	10-22510

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
Total Sun Life Financial:					40.54	.00	
<b>Turner Laboratories, Inc</b>							
4243	Turner Laboratories, Inc	20K0035	Drinking Water Test	11/05/2020	60.00	.00	51-40-650
4243	Turner Laboratories, Inc	20K0033	Ground Water Testing	11/11/2020	120.00	.00	52-40-702
4243	Turner Laboratories, Inc	20K0034	WW-Influent test	11/11/2020	97.50	.00	52-40-702
Total Turner Laboratories, Inc:					277.50	.00	
<b>UNUM Life Ins. Co. of America</b>							
1247	UNUM Life Ins. Co. of America	THC 112020-1	Employee Life/AD&D Ins.	11/09/2020	440.04	.00	10-22530
Total UNUM Life Ins. Co. of America:					440.04	.00	
<b>Verizon Wireless</b>							
4343	Verizon Wireless	342148466-00	cell phones	11/07/2020	1,519.79	.00	10-48-275
Total Verizon Wireless:					1,519.79	.00	
<b>Weber Water Resources</b>							
10003	Weber Water Resources	17099	Trouble Shot & Repair 3 Phase at	11/11/2020	800.00	.00	51-40-610
Total Weber Water Resources:					800.00	.00	
<b>Wells Fargo Remittance Center</b>							
4377	Wells Fargo Remittance Center	111220 WAL-M	COVID19 Front Desk Covering	11/12/2020	79.37	.00	10-43-290
4377	Wells Fargo Remittance Center	10282020 HO	Full Size PW3 Tool Box	10/28/2020	244.36	.00	10-57-610
4377	Wells Fargo Remittance Center	10282020 HO	PW1 Tool Box	10/28/2020	68.04	.00	10-57-610
Total Wells Fargo Remittance Center:					391.77	.00	
<b>Zumar Industries, Inc</b>							
4567	Zumar Industries, Inc	6163	Stop sign R1-1	11/06/2020	652.32	.00	23-40-460
Total Zumar Industries, Inc:					652.32	.00	
Grand Totals:					58,944.03	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account Number
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Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

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\_\_\_\_\_

City Recorder: \_\_\_\_\_

## Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.



MARK BRNOVICH  
Attorney General

Office of the Attorney General  
State of Arizona  
CIVIL LITIGATION DIVISION

JOSEPH SCIARROTTA, JR.  
Division Chief

November 3, 2020

Tom Belshe  
Executive Director  
Christina Estes-Werther  
General Counsel  
League of Arizona Cities and Towns  
1820 West Washington Street  
Phoenix, Arizona 85007

Re: One Arizona Opioid Settlement Memorandum of Understanding

Dear Mr. Belshe and Ms. Estes-Werther:

Enclosed please find the letter Attorney General Mark Brnovich sent to the City of Phoenix. He also sent a letter to each of the other 90 cities and towns included in the list we received from your office. We hope the League of Cities and Towns will support this effort so that Arizona can maximize opioid settlement funds and enhance the recovery for all Arizona communities impacted by the opioid crisis.

Sincerely,

A handwritten signature in black ink, which appears to read "Joseph Sciarrotta, Jr.".

Joseph Sciarrotta, Jr.  
Division Chief  
Civil Litigation Division

JS/mec

Enclosures:  
Letter w/ attachments to City of Phoenix





MARK BRNOVICH  
Attorney General

Office of the Attorney General  
State of Arizona

November 3, 2020

City of Phoenix  
C/O Cris Meyer  
City Attorney  
200 W Washington St 13th Fl  
Phoenix, AZ 85003

Re: One Arizona Opioid Settlement Memorandum of Understanding

Dear Mr. Meyer:

State and local governments across the country have been litigating against the opioid industry in response to their alleged unethical and illegal practices. Arizona now has an opportunity to settle with some of the manufacturers and distributors and secure financial resources to contend with the devastation that has been caused to our communities. **The total amount of money that Arizonans receive is dependent upon the number of local governments that participate, so I invite you to join our efforts.**

A major step to facilitating a resolution with the opioid parties was recently achieved. The State of Arizona and all 15 counties have now agreed to the **One Arizona Opioid Settlement Memorandum of Understanding** (the "*One Arizona Plan*" or "MOU"). This MOU provides a framework for distributing opioid settlement funds fairly and effectively throughout our state. Moreover, the *One Arizona Plan* treats both litigating and non-litigating political subdivisions equally.

Like all states engaged in this process, Arizona's MOU employs certain formulas and data collected by federal agencies such as (i) opioid use disorder rates, (ii) the number of opioid overdose deaths, and (iii) the amount and potency of opioids shipped to each community. U.S. Census Bureau data is also used to determine historical expenditures related to opioid abatement for designated areas. With this in mind, please be assured that my office has made every effort to maximize recovery for all cities and towns. In fact, under the MOU the State government's share of funds actually declines with the participation of more counties and cities. Nevertheless, this structure was agreed to because it will increase the overall benefit to Arizona's residents.

**Also important to consider is what the *One Arizona Plan* will not do.** Unlike some other states, Arizona's *MOU* does not create new foundations, form boards, or make political appointments to control the funding. In fact, our MOU does the exact opposite thus cutting red tape

November 3, 2020

Re: One Arizona Opioid Settlement Memorandum of Understanding

and streamlining the grant process to quickly get the funds to those in need. Local governments are best able to utilize resources targeted for their constituents, so no state authorization is required for expenditure. The only requirements are that funds be spent in accordance with the approved purposes detailed in the *One Arizona Plan*'s Exhibit A, and that basic reciprocal reporting be completed.

**Standing together, we can maximize critically needed resources to assist Arizonans impacted by the opioid crisis, so our goal is 100% participation among cities and towns.** I urge you to consider the *One Arizona Plan* with your legal counsel, execute the MOU in the space provided and return it to my office. The deadline to submit your signature page is **December 15, 2020 at 5:00 pm.** Any questions that you have may be addressed to Acting Section Chief Matthew du Mée at [Matthew.duMee@azag.gov](mailto:Matthew.duMee@azag.gov), or Assistant Attorney General Jennifer Bonham at [Jennifer.Bonham@azag.gov](mailto:Jennifer.Bonham@azag.gov).

Respectfully yours,

A handwritten signature in black ink, appearing to read "Mark Brnovich", followed by a long horizontal flourish.

Mark Brnovich  
Attorney General

Enclosures:

One Arizona Opioid Settlement Memorandum of Understanding

Exhibits: A-D

City/Town Signature Page

cc: Joseph Sciarrotta, Jr., AGO Civil Litigation Division Chief Counsel  
Matthew du Mée, AGO Acting Consumer Protection & Advocacy Section Chief Counsel  
Jennifer Bonham, AGO Assistant Attorney General  
Tom Belshe, Executive Director – League of Arizona Cities and Towns  
Christina Estes-Werther, General Counsel – League of Arizona Cities and Towns

## ONE ARIZONA OPIOID SETTLEMENT MEMORANDUM OF UNDERSTANDING

### General Principles

- The people of the State of Arizona and Arizona communities have been harmed by the opioid epidemic, which was caused by entities within the Pharmaceutical Supply Chain.
- The State of Arizona, *ex rel.* Mark Brnovich, Attorney General (the “State”), and certain Participating Local Governments are separately engaged in litigation seeking to hold the Pharmaceutical Supply Chain Participants accountable for the damage they caused.
- The State and the Participating Local Governments share a common desire to abate and alleviate the impacts of the Pharmaceutical Supply Chain Participants’ misconduct throughout the State of Arizona.
- The State and the Participating Local Governments enter into this One Arizona Opioid Settlement Memorandum of Understanding (“MOU”) to jointly approach Settlement negotiations with the Pharmaceutical Supply Chain Participants.
- This MOU has been drafted collaboratively to maintain the Parties’ existing or potential legal claims (to the extent legally cognizable) while allowing the Parties to cooperate in exploring all possible means of resolution.
- Nothing in this MOU binds the Parties to a specific outcome. Any resolution under this MOU will require a subsequent acceptance by the State and the Participating Local Governments of a final opioid Settlement plan.
- Nothing in this MOU should alter or change the right of the State or any Participating Local Government to pursue its own claim. The intent of this MOU is to join the Parties to seek a Settlement or Settlements with one or more Pharmaceutical Supply Chain Participants.

### A. Definitions

As used in this MOU:

1. “Approved Purpose(s)” shall mean those uses identified in the agreed Opioid Abatement Strategies attached as Exhibit A.
2. “Litigation” means existing or potential legal claims against Pharmaceutical Supply Chain Participants seeking to hold them accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance relating to the unlawful manufacture, marketing, promotion, distribution, or dispensing of prescription opioids.

3. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this MOU.
4. "Participating Local Government(s)" shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as "Participating Counties" and "Participating Cities and Towns" (or "Participating Cities or Towns," as appropriate).
5. "Parties" shall mean the State and the Participating Local Governments.
6. "Pharmaceutical Supply Chain" shall mean the process and channels through which licit opioids are manufactured, marketed, promoted, distributed, or dispensed.
7. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of licit opioids.
8. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and the Participating Local Governments.
9. "Trustee" shall mean an independent trustee who shall be responsible for the ministerial task of releasing the Opioid Funds that are in trust as authorized herein and accounting for all payments into or out of the trust.

#### **B. Intrastate Regions**

1. The State of Arizona will be divided into regions, each of which will be referred to as a "Region" and will consist of: (1) a single Participating County and all of its Participating Cities and Towns; or (2) all of the Participating Cities and Towns within a non-Participating County. If there is only one Participating City or Town within a non-Participating County, that single Participating City or Town will still constitute a Region. Two or more Regions may at their discretion form a group ("Multicounty Region"). Regions that do not choose to form a Multicounty Region will be their own Region. Participating Cities and Towns within a non-Participating County may not form a Region with Participating Cities and Towns in another county.
2. The LG Share funds described in Section C(1) will be distributed to each Region according to the percentages set forth in Exhibit B. The Regional allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the Region; (2) the number of opioid deaths that occurred in that Region; and (3) the number of people who suffer opioid use disorder in that Region. In the event any county does not participate in this MOU, that county's percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.
3. In single-county Regions, that county's health department will serve as the lead agency responsible for distributing the LG Share funds. That health department, acting as the

lead agency, shall consult with the cities and towns in the county regarding distribution of the LG Share funds.

4. For each Multicounty Region, an advisory council shall be formed from the Participating Local Governments in the Multicounty Region to distribute the collective LG Share funds. Each advisory council shall include at least three Participating Local Government representatives, not all of whom may reside in the same county. Each advisory council shall consult with the Participating Local Governments in the Multicounty Region regarding distribution of the collective LG Share funds.
5. For each Region consisting of the Participating Cities and Towns within a non-Participating County, an advisory council shall be formed from the Participating Cities and Towns in the Region to distribute the LG Share funds. Each advisory council shall include at least three representatives from the Participating Cities and Towns in the Region, or a representative from each Participating City and Town if the Region consists of fewer than three Participating Cities and Towns. In no event may more than one individual represent the same city or town. To the extent any Participating Cities or Towns in the Region are not represented on the advisory council, the advisory council shall consult with the non-represented Participating Cities and Towns regarding distribution of the collective LG Share funds.

#### **C. Allocation of Settlement Proceeds**

1. All Opioid Funds shall be divided with 44% to the State ("State Share") and 56% to the Participating Local Governments ("LG Share").<sup>1</sup>
2. All Opioid Funds, regardless of allocation, shall be utilized in a manner consistent with the Approved Purposes definition, as ultimately memorialized in a Settlement that becomes an order of the court. Compliance with this requirement shall be verified through reporting, as set out in Section F.
3. The LG Share will be distributed to each Region as set forth in Section B(2). Participating Counties and their constituent Participating Cities and Towns may distribute the funds allocated to the Region amongst themselves in any manner they choose. If the county and its cities and towns cannot agree on how to allocate the funds, Exhibit C reflects a default allocation that will apply. The default allocation formula uses historical federal data showing how the specific county and the cities and towns within it have made opioids-related expenditures in the past. If the county or any cities or towns within a Region do not sign on to this MOU and subsequent Settlement, and if the Participating Local Governments in the Region cannot agree on how to allocate the funds amongst themselves, they shall reallocate the funds proportionally amongst themselves by applying this same methodology to only the Participating Local Governments in the Region.

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<sup>1</sup> This MOU assumes that any opioid settlement for Native American Tribes and Third-Party Payors, including municipal insurance pools, will be dealt with separately.

4. If the LG Share for a given Participating Local Government is less than \$500, then that amount will instead be distributed to the county in which the Participating Local Government is located to allow practical application of the abatement remedy. If the county did not sign on to the Settlement as defined herein, the funds will be reallocated to the State Share.
5. The State Share shall be paid by check or wire transfer directly to the State through the Trustee, who shall hold the funds in trust in a Qualified Settlement Fund (QSF) for the benefit of the State to be promptly distributed as set forth in C(1) herein. The LG Share shall be paid by check or wire transfer directly to the Participating Local Governments through the Trustee, who shall hold the funds in trust in a QSF for the benefit of the Participating Local Governments to be promptly distributed as set forth in B(2), C(1), C(3), and C(4) herein.
6. The State Share shall be used only for (1) Approved Purposes within the State or (2) grants to organizations for Approved Purposes within the State.
7. The LG Share shall be used only for (1) Approved Purposes by Participating Local Governments within a Region or Multicounty Region or (2) grants to organizations for Approved Purposes within a Region or Multicounty Region.
8. The State will endeavor to prioritize up to 30% of the State Share for: opioid education and advertising related to awareness, addiction, or treatment; Department of Corrections and related prison and jail opioid uses, and opioid interdiction and abatement on Arizona's southern border, including grants to assist with the building, remodeling and/or operation of centers for treatment, drug testing, medication-assisted treatment services, probation, job training, and/or counseling services, among other programs.

#### **D. Participation of Cities and Towns**

1. By virtue of signing on to the MOU and Settlement, each Participating County will receive 60% of its available LG Share. The Participating County will receive up to an additional 40% of its available LG Share by securing the participation of its constituent cities and towns as signatories to this MOU and the Settlement. The sliding scale attached as Exhibit D will determine the share of funds available to the Participating County.
2. If a Participating County does not achieve 100% participation of its cities and towns within the period of time required in a Settlement document for subdivision participation, the remaining portions of the LG Share that were otherwise available to the Participating County will be reallocated to (i) the State Share and (ii) the LG Share for the Participating Counties which have achieved 100% participation of their cities and towns in accordance with the percentages described in Sections B(2), C(1), and C(3), and set forth in Exhibits B and C.

#### **E. Payment of Counsel and Litigation Expenses**

1. The Parties anticipate that any national Settlement will provide for the payment of all or a portion of the fees and litigation expenses of certain state and local governments.

2. If the court in *In Re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) or if a national Settlement establishes a common benefit fund or similar device to compensate attorneys for services rendered and expenses incurred that have benefited plaintiffs generally in the litigation (the “Common Benefit Fund”), and requires certain governmental plaintiffs to pay a share of their recoveries from defendants into the Common Benefit Fund as a “tax,” then the Participating Local Governments shall first seek to have the settling defendants pay the “tax.” If the settling defendants do not agree to pay the “tax,” then the “tax” shall be paid from the LG Share prior to allocation and distribution of funds to the Participating Local Governments.<sup>2</sup>
3. Any governmental entity that seeks attorneys’ fees and expenses from the Litigation shall seek those fees and expenses first from the national Settlement. In addition, the Parties agree that the Participating Local Governments will create a supplemental attorney’s fees and costs fund (the “Backstop Fund”).
4. The Backstop Fund is to be used to compensate counsel for Participating Local Governments that filed opioid lawsuits by September 1, 2020 (“Litigating Participating Local Governments”). Payments out of the Backstop Fund shall be determined by a committee consisting of one representative from each of the Litigating Participating Local Governments (the “Opioid Fee and Expense Committee”).
5. The Backstop Fund shall be funded as follows: From any national Settlement, the funds to be deposited in the Backstop Fund shall be 14.25% of the LG Share of each payment (annual or otherwise) to the State of Arizona for that Settlement. No portion of the State Share shall be used for the Backstop Fund or in any other way to fund any Participating Local Government’s attorney’s fees and costs.
6. The maximum percentage of any contingency fee agreement permitted for compensation shall be 25% of the portion of the LG Share attributable to the Litigating Participating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Participating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Participating Local Government than it would under its contingency agreement with that Litigating Participating Local Government.
7. Any funds remaining in the Backstop Fund in excess of the amounts needed to cover private counsels’ representation agreements shall revert to the Participating Local Governments according to the percentages set forth in Exhibits B and C, to be used for Approved Purposes as set forth herein and in Exhibit A.

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<sup>2</sup> This paragraph shall not apply to any Settlement with distributors McKesson, Amerisource Bergen, and Cardinal Health or manufacturer Johnson & Johnson.

## **F. Compliance Reporting and Accountability**

1. The Trustee shall provide an up-to-date accounting of payments into or out of the trust and/or its subaccounts upon written request of the State or a Participating Local Government.
2. The State, Regions, and Participating Local Governments may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (1) is inconsistent with provision C(1) hereof with respect to the amount of the State Share or LG Share; (2) is inconsistent with an agreed-upon allocation, or the default allocations in Exhibits B and C, as contemplated by Section C(3); or (3) violates the limitations set forth in F(3) with respect to compensation of the Trustee. The objector shall have the right to bring that objection within two years of the date of its discovery to a superior court in Maricopa County, Arizona.
3. Out of the Opioid Funds, reasonable expenses up to 0.005% shall be paid to the Trustee.
4. The Parties shall maintain, for a period of at least five years, records of abatement expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the Approved Purposes definition.
5. At least annually, each Region or Multicounty Region shall provide to the State a report detailing for the preceding time period (1) the amount of the LG Share received by each Participating Local Government within the Region or Multicounty Region, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts disbursed on approved allocations. In order to facilitate this reporting, each Participating Local Government within a Region or Multicounty Region shall provide information necessary to meet these reporting obligations to a delegate(s) selected by the Region or Multicounty Region to provide its annual report to the State.
6. At least annually, the State shall publish on its website a report detailing for the preceding time period (1) the amount of the State Share received, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts disbursed on approved allocations. In addition, the State shall publish on its website the reports described in F(5) above.
7. If it appears to the State, a Region, or a Multicounty Region that the State or another Region or Multicounty Region is using or has used Settlement funds for non-Approved Purposes, the State, Region, or Multicounty Region may on written request seek and obtain the documentation underlying the report(s) described in F(5) or F(6), as applicable, including documentation described in F(4). The State, Region, or Multicounty Region receiving such request shall have 14 days to provide the requested information. The requesting party and the State, Region, or Multicounty Region receiving such request may extend the time period for compliance with the request only upon mutual agreement.



8. Following a request made pursuant to F(7) and when it appears that LG Share funds are being or have been spent on non-Approved Purposes, the State may seek and obtain in an action in a court of competent jurisdiction in Maricopa County, Arizona an injunction prohibiting the Region or Multicounty Region from spending LG Share funds on non-Approved Purposes and requiring the Region or Multicounty Region to return the monies that it spent on non-Approved Purposes after notice as is required by the rules of civil procedure. So long as the action is pending, distribution of LG Share funds to the Region or Multicounty Region temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any amounts that were ordered returned but have not been returned by the time the action is resolved.
9. Following a request made pursuant to F(7) and when it appears to at least eight Participating Counties that have signed on to this MOU and a subsequent Settlement that the State Share funds are being or have been spent on non-Approved Purposes, the Participating Counties may seek and obtain in an action in a superior court of Maricopa County, Arizona an injunction prohibiting the State from spending State Share funds on non-Approved Purposes and requiring the State to return the monies it spent on non-Approved Purposes after notice as is required by the rules of civil procedure. So long as the action is pending, distribution of State Share funds to the State temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any monies that were ordered returned but have not been returned by the time the action is resolved.
10. In an action brought pursuant to F(8) or F(9), attorney's fees and costs shall not be recoverable.

#### **F. Settlement Negotiations**

1. The State and the Participating Local Governments agree to inform each other in advance of any negotiations relating to an Arizona-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and the Participating Local Governments and shall provide each other the opportunity to participate in all such negotiations.
2. The State and the Participating Local Governments further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Participating Local Governments (collectively, the "Arizona Parties") are unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and the Participating Local Government's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.
3. The State or any Participating Local Government may withdraw from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the other Arizona Parties and counsel for any affected Pharmaceutical Supply Chain

Participant. The withdrawal of any Arizona Party releases the remaining Arizona Parties from the restrictions and obligations in this Section.

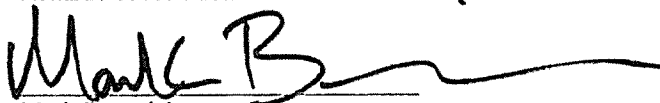
4. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case-specific resolution with that particular Pharmaceutical Supply Chain Participant.

#### **G. Amendments**

1. The Parties agree to make such amendments as necessary to implement the intent of this agreement.

ACCEPTED by the undersigned and executed this 16 day of October, 2020.

ARIZONA ATTORNEY GENERAL

  
Mark Brnovich

APACHE COUNTY

\_\_\_\_\_  
Michael B. Whiting

COCHISE COUNTY

\_\_\_\_\_  
Brian McIntyre

COCONINO COUNTY

\_\_\_\_\_  
William P. Ring

GILA COUNTY

\_\_\_\_\_  
Bradley B. Beauchamp

Participant. The withdrawal of any Arizona Party releases the remaining Arizona Parties from the restrictions and obligations in this Section.

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ARIZONA ATTORNEY GENERAL

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Mark Brnovich

APACHE COUNTY

\_\_\_\_\_  
Michael B. Whiting

COCHISE COUNTY

\_\_\_\_\_  
Brian McIntyre

10/5/20

COCONINO COUNTY

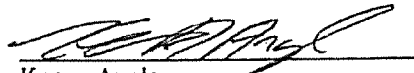
\_\_\_\_\_  
Elizabeth C. Archuleta, Chair

GILA COUNTY


\_\_\_\_\_  
Bradley B. Beauchamp

Bradley B. Beauchamp

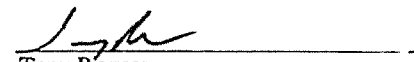
GRAHAM COUNTY

  
Kenny Angle

GREENLEE COUNTY

  
Jeremy Ford

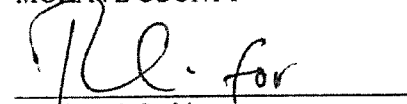
LA PAZ COUNTY

  
Tony Rogers

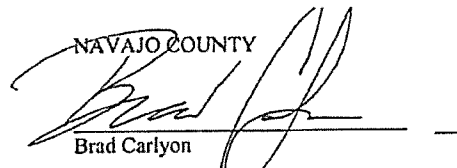
MARICOPA COUNTY

  
Allister Adel

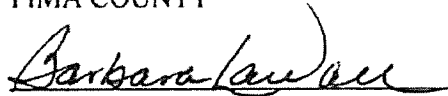
MOHAVE COUNTY

  
Matthew J. Smith

NAVAJO COUNTY

  
Brad Carlyon

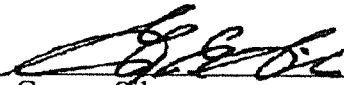
PIMA COUNTY

  
Barbara LaWall

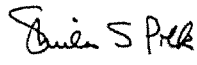
PINAL COUNTY

  
\_\_\_\_\_  
Kent Volkmer


SANTA CRUZ COUNTY

  
\_\_\_\_\_  
George Silva

YAVAPAI COUNTY

  
\_\_\_\_\_  
Sheila Polk

YUMA COUNTY

  
\_\_\_\_\_  
Jean R. Smith

**MARICOPA COUNTY CITIES & TOWNS**

MESA CITY

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

SURPRISE CITY

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

PARADISE VALLEY TOWN

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

TEMPE CITY

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

PEORIA CITY

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

TOLLESON CITY

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

PHOENIX CITY

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

WICKENBURG TOWN

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

QUEEN CREEK TOWN

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

YOUNGTOWN TOWN

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

SCOTTSDALE CITY

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

# Exhibit A

## OPIOD ABATEMENT STRATEGIES

### PART ONE: TREATMENT

#### A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
  - a. Medication-Assisted Treatment (MAT);
  - b. Abstinence-based treatment;
  - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
  - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
  - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose



or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

**B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED  
(CONNECTIONS TO CARE)**

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

**D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
  - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
  - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
  - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
  - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
  - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION
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**F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
  - a. Increase the number of prescribers using PDMPs;
  - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
  - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
  - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

- b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
- 7. Increase electronic prescribing to prevent diversion or forgery.
- 8. Educate Dispensers on appropriate opioid dispensing.

**G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

- 1. Corrective advertising or affirmative public education campaigns based on evidence.
- 2. Public education relating to drug disposal.
- 3. Drug take-back disposal or destruction programs.
- 4. Fund community anti-drug coalitions that engage in drug prevention efforts.
- 5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
- 6. Engage non-profits and faith-based communities as systems to support prevention.
- 7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
- 8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
- 9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
- 10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
- 11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

#### **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.



### PART THREE: OTHER STRATEGIES

#### **I. FIRST RESPONDERS**

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

#### **J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

#### **K. TRAINING**

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

**L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

# Exhibit B

**Exhibit B**

<b>Allocation to Arizona Counties/Regions</b>	
<b>County/Region</b>	<b>Percentage of LG Share</b>
APACHE	0.690%
COCHISE	1.855%
COCONINO	1.688%
GILA	1.142%
GRAHAM	0.719%
GREENLEE	0.090%
LA PAZ	0.301%
MARICOPA	57.930%
MOHAVE	4.898%
NAVAJO	1.535%
PIMA	18.647%
PINAL	3.836%
SANTA CRUZ	0.370%
YAVAPAI	4.291%
YUMA	2.008%

# Exhibit C

Exhibit C					
Government Name	County Name	State Name	Government Type	Census ID	Intra-county Allocation (%) Based on Past Spending
APACHE COUNTY					
APACHE COUNTY	Apache County	ARIZONA	County	3100100100000	56.63%
EAGAR TOWN	Apache County	ARIZONA	City	3200100100000	20.66%
SPRINGERVILLE TOWN	Apache County	ARIZONA	City	3200100300000	10.73%
ST JOHNS CITY	Apache County	ARIZONA	City	3200100200000	11.98%
COCHISE COUNTY					
COCHISE COUNTY	Cochise County	ARIZONA	County	3100200200000	63.47%
BENSON CITY	Cochise County	ARIZONA	City	3200200100000	3.52%
BISBEE CITY	Cochise County	ARIZONA	City	3200200200000	3.47%
DOUGLAS CITY	Cochise County	ARIZONA	City	3200200300000	8.44%
HUACHUCA CITY TOWN	Cochise County	ARIZONA	City	3200250100000	0.91%
SIERRA VISTA CITY	Cochise County	ARIZONA	City	3200200400000	16.63%
TOMBSTONE CITY	Cochise County	ARIZONA	City	3200200500000	1.16%
WILLCOX CITY	Cochise County	ARIZONA	City	3200200600000	2.39%
COCONINO COUNTY					
COCONINO COUNTY	Coconino County	ARIZONA	County	3100300300000	71.16%
FLAGSTAFF CITY	Coconino County	ARIZONA	City	3200300100000	18.45%
FREDONIA TOWN	Coconino County	ARIZONA	City	3200300300000	0.31%
PAGE CITY	Coconino County	ARIZONA	City	3200390100000	3.41%
SEDONA CITY	Coconino County	ARIZONA	City	3201340200000	4.09%
TUSAYAN TOWN	Coconino County	ARIZONA	City	3200310100000	0.67%
WILLIAMS CITY	Coconino County	ARIZONA	City	3200300200000	1.92%
GILA COUNTY					
GILA COUNTY	Gila County	ARIZONA	County	3100400400000	68.13%
GLOBE CITY	Gila County	ARIZONA	City	3200400100000	10.23%
HAYDEN TOWN	Gila County	ARIZONA	City	3200450100000	2.31%
MIAMI TOWN	Gila County	ARIZONA	City	3200400200000	2.71%
PAYSON TOWN	Gila County	ARIZONA	City	3200490100000	16.17%
STAR VALLEY TOWN	Gila County	ARIZONA	City	3200410100000	0.35%
WINKELMAN TOWN	Gila County	ARIZONA	City	3200400300000	0.10%
GRAHAM COUNTY					
GRAHAM COUNTY	Graham County	ARIZONA	County	3100500500000	62.26%
PIMA TOWN	Graham County	ARIZONA	City	3200500100000	2.22%

SAFORD CITY	Graham County	ARIZONA	City	3200500200000	26.83%
THATCHER TOWN	Graham County	ARIZONA	City	3200500300000	8.68%
GREENLEE COUNTY					
GREENLEE COUNTY	Greenlee County	ARIZONA	County	3100600600000	88.29%
CLIFTON TOWN	Greenlee County	ARIZONA	City	3200600100000	11.43%
DUNCAN TOWN	Greenlee County	ARIZONA	City	3200600200000	0.28%
LA PAZ COUNTY					
LA PAZ COUNTY	La Paz County	ARIZONA	County	3101501500000	88.71%
PARKER TOWN	La Paz County	ARIZONA	City	3201560100000	5.19%
QUARTZSITE TOWN	La Paz County	ARIZONA	City	3201540100000	6.11%
MARICOPA COUNTY					
MARICOPA COUNTY	Maricopa County	ARIZONA	County	3100700700000	51.53%
APACHE JUNCTION CITY	Maricopa County	ARIZONA	City	3201160100000	0.38%
AVONDALE CITY	Maricopa County	ARIZONA	City	3200700100000	0.98%
BUCKEYE TOWN	Maricopa County	ARIZONA	City	3200700200000	0.46%
CAREFREE TOWN	Maricopa County	ARIZONA	City	3200740100000	0.04%
CAVE CREEK TOWN	Maricopa County	ARIZONA	City	3200740200000	0.06%
CHANDLER CITY	Maricopa County	ARIZONA	City	3200700300000	2.86%
EL MIRAGE CITY	Maricopa County	ARIZONA	City	3200700400000	0.39%
FOUNTAIN HILLS TOWN	Maricopa County	ARIZONA	City	3200740400000	0.17%
GILA BEND TOWN	Maricopa County	ARIZONA	City	3200770100000	0.03%
GILBERT TOWN	Maricopa County	ARIZONA	City	3200700500000	1.71%
GLENDALE CITY	Maricopa County	ARIZONA	City	3200700600000	2.63%
GOODYEAR CITY	Maricopa County	ARIZONA	City	3200700700000	0.76%
GUADALUPE TOWN	Maricopa County	ARIZONA	City	3200790100000	0.00%
LITCHFIELD PARK CITY	Maricopa County	ARIZONA	City	3200740300000	0.04%
MESA CITY	Maricopa County	ARIZONA	City	3200700800000	6.06%
PARADISE VALLEY TOWN	Maricopa County	ARIZONA	City	3200750100000	0.34%
PEORIA CITY	Maricopa County	ARIZONA	City	3200700900000	1.51%
PHOENIX CITY	Maricopa County	ARIZONA	City	3200701000000	21.28%
QUEEN CREEK TOWN	Maricopa County	ARIZONA	City	3200740500000	0.11%
SCOTTSDALE CITY	Maricopa County	ARIZONA	City	3200701100000	3.99%
SURPRISE CITY	Maricopa County	ARIZONA	City	3200750200000	0.98%
TEMPE CITY	Maricopa County	ARIZONA	City	3200701200000	3.27%
TOLLESON CITY	Maricopa County	ARIZONA	City	3200701300000	0.27%
WICKENBURG TOWN	Maricopa County	ARIZONA	City	3200701400000	0.10%

YOUNGTOWN TOWN	Maricopa County	ARIZONA	City	3200750300000	0.05%
<b>MOHAVE COUNTY</b>					
MOHAVE COUNTY	Mohave County	ARIZONA	County	3100800800000	62.51%
BULLHEAD CITY CITY	Mohave County	ARIZONA	City	3200840100000	13.10%
COLORADO CITY TOWN	Mohave County	ARIZONA	City	3200840200000	0.61%
KINGMAN CITY	Mohave County	ARIZONA	City	3200800100000	9.91%
LAKE HAVASU CITY CITY	Mohave County	ARIZONA	City	3200860100000	13.87%
<b>NAVAJO COUNTY</b>					
NAVAJO COUNTY	Navajo County	ARIZONA	County	3100900900000	70.29%
HOLBROOK CITY	Navajo County	ARIZONA	City	3200900100000	3.75%
PINETOP-LAKESIDE TOWN	Navajo County	ARIZONA	City	3200940100000	4.75%
SHOW LOW CITY	Navajo County	ARIZONA	City	3200900200000	9.39%
SNOWFLAKE TOWN	Navajo County	ARIZONA	City	3200900300000	2.94%
TAYLOR TOWN	Navajo County	ARIZONA	City	3200980100000	2.68%
WINSLOW CITY	Navajo County	ARIZONA	City	3200900400000	6.19%
<b>PIMA COUNTY</b>					
PIMA COUNTY	Pima County	ARIZONA	County	3101001000000	72.19%
MARANA TOWN	Pima County	ARIZONA	City	3201090200000	2.06%
ORO VALLEY TOWN	Pima County	ARIZONA	City	3201090100000	1.72%
SAHUARITA TOWN	Pima County	ARIZONA	City	3201020100000	0.81%
SOUTH TUCSON CITY	Pima County	ARIZONA	City	3201000100000	0.31%
TUCSON CITY	Pima County	ARIZONA	City	3201000200000	22.91%
<b>PINAL COUNTY</b>					
PINAL COUNTY	Pinal County	ARIZONA	County	3101101100000	53.01%
CASA GRANDE CITY	Pinal County	ARIZONA	City	3201100100000	5.54%
COOLIDGE CITY	Pinal County	ARIZONA	City	3201100200000	1.68%
ELOY CITY	Pinal County	ARIZONA	City	3201100300000	34.98%
FLORENCE TOWN	Pinal County	ARIZONA	City	3201100400000	1.19%
KEARNY TOWN	Pinal County	ARIZONA	City	3201150100000	0.28%
MAMMOTH TOWN	Pinal County	ARIZONA	City	3201150200000	0.16%
MARICOPA CITY	Pinal County	ARIZONA	City	3201110100000	2.73%
SUPERIOR TOWN	Pinal County	ARIZONA	City	3201190100000	0.44%
<b>SANTA CRUZ COUNTY</b>					
SANTA CRUZ COUNTY	Santa Cruz County	ARIZONA	County	3101201200000	76.78%
NOGALES CITY	Santa Cruz County	ARIZONA	City	3201200100000	22.55%
PATAGONIA TOWN	Santa Cruz County	ARIZONA	City	3201200200000	0.67%



YAVAPAI COUNTY					
YAVAPAI COUNTY	Yavapai County	ARIZONA	County	3101301300000	69.31%
CAMP VERDE TOWN	Yavapai County	ARIZONA	City	3201340100000	0.97%
CHINO VALLEY TOWN	Yavapai County	ARIZONA	City	3201380100000	0.68%
CLARKDALE TOWN	Yavapai County	ARIZONA	City	3201350100000	0.72%
COTTONWOOD CITY	Yavapai County	ARIZONA	City	3201350200000	4.89%
DEWEY-HUMBOLDT TOWN	Yavapai County	ARIZONA	City	3201310100000	1.54%
JEROME TOWN	Yavapai County	ARIZONA	City	3201300100000	0.03%
PRESCOTT CITY	Yavapai County	ARIZONA	City	3201300200000	13.79%
PRESCOTT VALLEY TOWN	Yavapai County	ARIZONA	City	3201360100000	8.09%
YUMA COUNTY					
YUMA COUNTY	Yuma County	ARIZONA	County	3101401400000	66.03%
SAN LUIS CITY	Yuma County	ARIZONA	City	3201460100000	4.80%
SOMERTON CITY	Yuma County	ARIZONA	City	3201400200000	2.24%
WELLTON TOWN	Yuma County	ARIZONA	City	3201480100000	0.61%
YUMA CITY	Yuma County	ARIZONA	City	3201400300000	26.32%

# Exhibit D

Exhibit D	
Percent Participation of Cities	Award
0	0%
5	2%
10	4%
15	6%
20	8%
25	10%
30	12%
35	14%
40	16%
45	18%
50	20%
55	22%
60	24%
65	26%
70	28%
75	30%
80	32%
85	34%
90	36%
95	38%
100	40%

**COCHISE COUNTY CITIES & TOWNS**

**BENSON CITY**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**BISBEE CITY**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**DOUGLAS CITY**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**HUACHUCA CITY TOWN**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**SIERRA VISTA CITY**

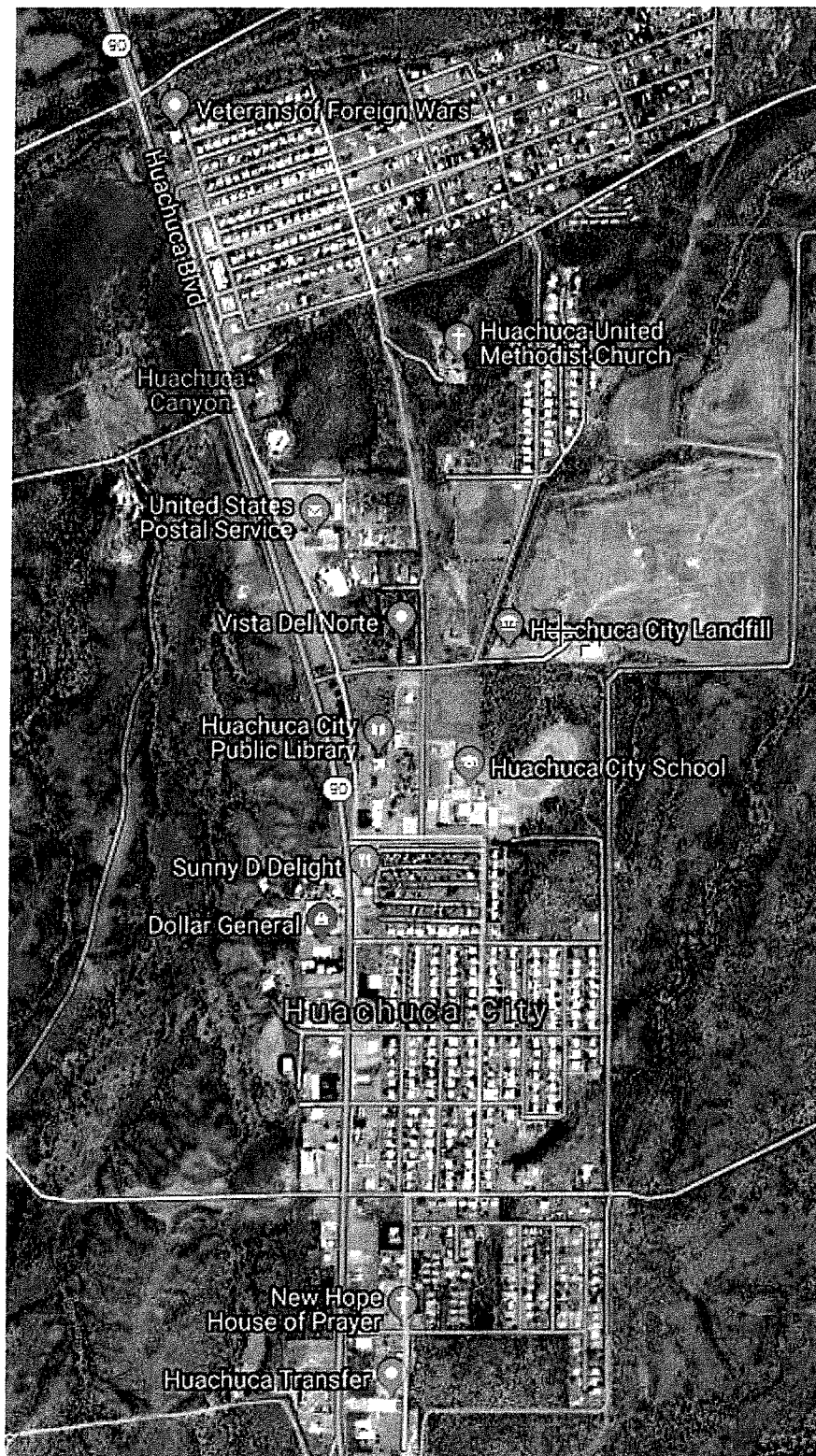
\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**TOMBSTONE CITY**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**WILLCOX CITY**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_





# Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

Phone: (520) 456-1354 • TDD: (520) 456-1353 • Fax: (520) 456-2230



Chief James L. Thies

Huachuca City Police Department (HCPD)

**Dispatch: 520-432-9502 or 911 for Emergency.**

**For Release per Staff discretion.**

**Controlled access will be conducted at four locations (Point) along State Route 90 on December 12, 2020. This will occur during the approximate period of, 10:00 AM until approximately 12 (Noon), during the Town of Huachuca City Christmas Parade. Expect minor delays in your travel within the Town of Huachuca City during this event.**

**Road Closures – December 12<sup>th</sup>, 2020 the Town of Huachuca City Christmas Parade.**

The Huachuca City Police Department has announced the following road closures or delays: This will not interfere with North or South bound SR90 traffic. The following intersections will be closed or experience delays;

Point One: School Drive and SR90

Point Two: Skyline and SR90

Point Three: East Mustang and SR90

Point Four: Yuma and SR90

Spectators, Vehicles and Foot Traffic may need to find another route onto or off SR90 to their homes or businesses during the period of 10:00 AM until approximately 12 (Noon) during this Town celebration on December 12<sup>th</sup>, 2020 **No portion of SR90 will be closed.**

These 4 areas will be monitored by Law Enforcement during the duration of the Christmas Parade. Law Enforcement personnel will escort our Christmas Parade as it moves through the Town. Intersections will be controlled as the parade moves through the Town, which will decrease the delays that may be experienced while we safely, conduct the parade.

Vehicle operators may not pass the parade participants during this parade.

Parade Route Map available at Town Hall.

**\*DRIVE SAFELY\*   \*IT MATTERS\*   THANK YOU!**

Chief James L. Thies

*James L. Thies HC-1*



# Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

Phone: (520) 456-1354 • TDD: (520) 456-1353 • Fax: (520) 456-2230

## RESOLUTION NO. 2020-27

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF HUACHUCA CITY, ARIZONA, AUTHORIZING THE TOWN TO EXTEND THE INTERGOVERNMENTAL AGREEMENT WITH THE WHETSTONE FIRE DISTRICT FOR FIRE AND EMERGENCY MEDICAL SERVICES.

WHEREAS, Huachuca City ["Town"] and Whetstone Fire District ["District"] entered into an agreement ["Agreement"], pursuant to which, District provides fire suppression, fire prevention, code review and inspection services, emergency medical services, emergency hazardous substances response services, and other services incidental to the protection of persons and property within the Town; and

WHEREAS, the Agreement is due to expire; and

WHEREAS, Town and District, through their respective Town Council and Fire District Governing Board, have determined that it is in the best interest of the public that each entity extend the Agreement to continue to provide fire suppression and EMS services in the Town; and

WHEREAS, the Town and the District have developed an extension to the Agreement by which the District will continue to provide fire and emergency medical services to the Town, which extension is attached hereto as Exhibit AA@ and incorporated herein by this reference; and

WHEREAS, the Mayor and Council have determined that approval of the extension of the Agreement is in the best interest of the Town and its residents.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Town of Huachuca City, Arizona, as follows:

- Section 1.** The Town hereby approves the extension of the Agreement, attached hereto as Exhibit AA.@
- Section 2.** The Town's officers are hereby authorized and directed to execute said extension to the Agreement on behalf of the Town of Huachuca City.
- Section 3.** The Town's officers and staff are hereby authorized to take all steps necessary and proper to continue operating under the Agreement and give it effect.

**PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE  
TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 19<sup>th</sup> DAY OF  
NOVEMBER, 2020.**

\_\_\_\_\_  
Johann Wallace, Mayor

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Brandy Thorpe, Interim Town Clerk

\_\_\_\_\_  
Thomas Benavidez, Town Attorney

**EXHIBIT A**

*[Extension of the Agreement with Whetstone Fire District must be attached.]*



Document No. DOC-0000855363  
Scenario: SM1566254

LUMEN®

### Customer Information and Contract Specifications

Customer Name: CITY OF HUACHUCA - AZ  
Account Number: 3-841419

Currency: USD  
Monthly Recurring Charges (MRC): \$1,007.48  
Non Recurring Charges (NRC): 0

### Service Order

Service Address	Description	Order Type	Term (Months)	Qty	Unit MRC	Unit NRC	Total MRC	Total NRC
500 N GONZALES BLVD HUACHUCA CITY ARIZONA 85616 9610 UNITED STATES	<b>Dedicated Internet Access</b>	New	36	1				
	- Standard Delivery - To the MPoE (Customer Provided)							
	<b>Access - Off Net</b>			1	\$723.98	\$0.00	\$723.98	\$0.00
	- Bandwidth = Fast E							
	- Access Sub Bandwidth=100 Mbps							
	- Inside Wiring=Standard Delivery - To the MPoE (Customer Provided)							
	<b>IP Port</b>			1	\$0.00	\$0.00	\$0.00	\$0.00
	<b>IP Logical</b>			1	\$283.50	\$0.00	\$283.50	\$0.00
	- Billing Method=Flat Rate							
	- Peak Data Rate in Mbps=100							
	- Committed Data Rate in Mbps=100							
	<b>Subtotal</b>						<b>\$1,007.48</b>	<b>\$0.00</b>
	<b>Totals</b>						<b>\$1,007.48</b>	<b>\$0.00</b>

### Terms and Conditions Governing This Order

1. "Lumen" is defined for purposes of this Order as CenturyLink Communications, LLC d/b/a Lumen Technologies Group and its affiliated entities providing Services under this Order. This confidential Order may not be disclosed to third parties and is non-binding until accepted by Lumen, as set forth in section 4. Customer places this Order by signing (including electronically or digitally) or otherwise acknowledging (in a manner acceptable to Lumen) this document and returning it to Lumen. Pricing is valid for 90 calendar days from the date indicated unless otherwise specified.
2. Prior to installation, Lumen may notify Customer in writing (including by e-mail) of price increases due to off-net vendors. Customer has 2 business days following notice to terminate this Order without liability; or otherwise, Customer is deemed to accept the increase.
3. If a generic demarcation point (such as a street address) is provided, the demarcation point for on-net services will be

---

Lumen's Minimum Point of Entry (MPOE) at such location (as determined by Lumen). Off-net demarcation points will be the off-net vendor's MPOE. If this Order identifies aspects of services that are procured by Customer directly from third parties, Lumen is not liable for such services.

4. The Service identified in this Order is subject to the Lumen or CenturyLink Master Service Agreement(s) and applicable Service Schedule(s) between CenturyLink Communications, LLC d/b/a Lumen Technologies Group and Customer (or its affiliate if expressly provided for under such affiliate Master Service Agreement). If Customer has not executed a Lumen or CenturyLink Master Service Agreement with CenturyLink Communications, LLC d/b/a Lumen Technologies Group but has executed a services agreement for applicable services with an affiliate of Lumen ("Affiliate Agreement"), then the terms of the most recent Affiliate Agreement will apply to the Service (to the extent not inconsistent with this Order); in such cases, the current standard Service Schedule applicable to the Services will apply. If Lumen and Customer have not executed a Lumen or CenturyLink Master Service Agreement and/or applicable Service Schedule(s) governing the Service and have not executed an Affiliate Agreement, Lumen's current standard Master Service Agreement/Service Schedule(s) will govern, a copy of which are available upon request. The Lumen entity providing Services is identified on the invoice.

Notwithstanding anything in any Affiliate Agreement to the contrary, Lumen will notify Customer of acceptance of requested Service in this Order by delivering (in writing or electronically) the date by which Lumen will install Service (the "Customer Commit Date"), by delivering the Service, or by the manner described in a Service Schedule. Lumen will deliver a written or electronic notice that the Service is installed (a "Connection Notice"), at which time billing will commence. At the expiration of the Service Term, Service will continue month-to-month, and rates are subject to change upon 30 days' notice from Lumen. If the Affiliate Agreement governs and does not include early termination charges and if Customer cancels or terminates Service for any reason other than Lumen's uncured default or if Lumen terminates due to Customer's uncured default, then Customer will pay Lumen's standard early termination liability charges as identified in the Ancillary Fee Schedule at: [www.lumen.com/ancillary-fees](http://www.lumen.com/ancillary-fees). "Affiliate Agreement" for CenturyLink Communications, LLC d/b/a Lumen Technologies Group or any companies that were affiliates of CenturyLink Communications, LLC before the merger with Level 3 Communications ("Merger") means only an applicable Interexchange Carrier (IXC) network agreement, e.g. CenturyLink Total Advantage Agreement, CenturyLink Total Advantage Express Agreement, or CenturyLink Wholesale Services Agreement (each, an Affiliate Agreement). Affiliate Agreement also includes an Agreement between Customer and any entity that was an affiliate of Level 3 Communications before the Merger.

5. Neither party will be liable for any damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing replacement service, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of the performance or failure to perform under this Order. Customer's sole remedies for any nonperformance, outages, failures to deliver or defects in Service are contained in the service levels applicable to the affected Service.

6. All transport services ordered from Lumen will be treated as interstate for regulatory purposes. Customer may certify transport service as being intrastate (for regulatory purposes only) in a format as required by Lumen, but only where the transport services are sold on a stand-alone basis, the end points for the service are located in the same state and neither end point is a Lumen provided IP port ("Intrastate Services"). Where Customer requests that services be designated as Intrastate Services, Customer certifies to Lumen that not more than 10% of Customer's traffic utilizing the Intrastate Services will be originated or terminated outside of the state in which the Intrastate Services are provided. Such election will apply prospectively only and will apply to all Intrastate Services stated in this Order.

7. Charges for certain Services are subject to (a) a monthly property tax surcharge and (b) a monthly cost recovery fee per month to reimburse Lumen for various governmental taxes and surcharges. Such charges are subject to change by Lumen and will be applied regardless of whether Customer has delivered a valid tax exemption certificate. For additional details on taxes and surcharges that are assessed, visit [www.lumen.com/taxes](http://www.lumen.com/taxes).

8. Customer will pay Lumen's standard: (a) expedite charges (added to the NRC) if Customer requests a delivery date

inside Lumen's standard interval duration (available upon request or in Control Center at <https://www.centurylink.com/business/login/>) and (b) ancillary charges for additional activities, features or options as set forth in the Ancillary Fee Schedule, available at [www.lumen.com/ancillary-fees](http://www.lumen.com/ancillary-fees). If Lumen cannot complete installation due to Customer delay or inaction, Lumen may begin charging Customer and Customer will pay such charges.

9. Equipment provided by Lumen to be located in Customer's premises ("CPE") is subject to the terms of the Customer Premise Equipment Addendum, a copy of which is available upon request. For colocation, data center and/or hosting services, pre-arranged escorted access may be required at certain locations, and cross connect services are subject to whether facilities are available at the particular location to complete the connection.

10. For Internet Services provided in certain countries in the Asia-Pacific region where Lumen does not currently hold a license to provide such Services, Customer consents to Lumen providing Service by procuring services of third-party carriers as Customer's agent, and Customer appoints Lumen as its agent to the extent necessary to obtain such Service. Lumen's affiliate is licensed in Hong Kong, Japan, Singapore and Australia.

### **Additional Order Terms**

#### **Invoices**

Single prices shown above for bundled Services, or for Services provided at multiple locations, will be allocated among the individual services for the purpose of applying Taxes and regulatory fees and also may be divided on Customer's invoice by location served.

#### **Activation Support**

If requested by Customer, and for an additional charge, Lumen will provide assistance with activating and/or configuring equipment on Customer's side of the Demarcation Point ("Activation Support").

### **Signature Block**

<b>Customer: CITY OF HUACHUCA - AZ</b>
<b>Total MRC: \$1,007.48</b> <b>Total NRC: 0</b>
Signature:
Name:
Title:
Date:

Customer and the individual signing above represent that such individual has the authority to bind Customer to this Agreement.

**Document Generation Date: 11-12-2020**

Ms. Joy Banks  
Councilmember, Town of Huachuca City, AZ  
500 N. Gonzales Blvd.  
Huachuca City AZ 85616

November 10, 2020

To the Staff, Mayor, Fellow Council Members, and Residents of the Town of Huachuca City:

I humbly submit my resignation as a Council Member of the Town of Huachuca City, effective Friday, November 20, 2020. I will no longer be living within the Town limits which is required for anyone serving on Town Council.

Being on Council for the past three years was a truly wonderful experience and one I will always cherish. It opened my eyes to how many people care deeply about this Town—from lifelong residents to newcomers to those who have never lived here. The list is huge and growing!

I am most proud of the work our staff, Mayor, and Council Members did to bring the Town away from its precarious financial situation in 2017-18 and into real, certifiable fiscal solvency, ending a decade or more of callous overspending. As former Town Manager Matthew Williams stated many times, we were only months away from bankruptcy when he arrived in December 2017. There were many painful decisions to make, ones that affected residents and business owners alike, especially when utility rates increased to cover the costs of providing them... and services like the bus line were cut entirely.

I am also pleased that our relationships with other jurisdictions have improved dramatically, thanks in part to our involvement in partnerships and boards that were neglected in past administrations. Our Council and staff are in regular communication with the Cities of Sierra Vista, Bisbee, Willcox, Benson, Tombstone, and Douglas; with staff and supervisors of Cochise County; with staff and fellow members of SEAGO, the Sierra Vista Metropolitan Planning Organization, the Upper San Pedro Partnership, and Ft. Huachuca Sentinel Landscapes; with our state and federal representatives including the staff of Sen. Sinema, Sen. McSally, Gov. Ducey, and Rep. Kirkpatrick; and many other organizations whose faith and goodwill are vital to Huachuca City's operations.

The Town is in competent hands right now and the future looks bright. I hope, more than anything, that residents understand they cannot get complacent if they expect to keep it this way. Each person has a responsibility to make sure Huachuca City stays on track and does not slide backwards into old patterns. I urge residents to stay informed and step up to help whenever you can.

Your participation matters.

With gratitude,

A handwritten signature in black ink that reads "Joy Banks". The signature is written in a cursive, flowing style.

Joy Banks



# Town of Huachuca City

The Sunset City

500 N Gonzales Blvd • Huachuca City, Arizona 85616

Phone: (520) 456-1354 • TDD: (520) 456-1353 • Fax: (520) 456-2230

## RESOLUTION No. 2020-26

### **A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, CANVASSING THE RESULTS OF THE GENERAL ELECTION HELD ON NOVEMBER 3, 2020.**

**WHEREAS**, the Town of Huachuca City, Cochise County, Arizona, held a General Election on the 3rd day of November, 2020, for a popular vote on: a proposition for extension of the Alternative Expenditure Limitation "Home Rule Option," one 2-year council member seat, and three 4-year councilmember seats; and

**WHEREAS**, the election returns have been presented to and have been canvassed by the Town Council.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Town of Huachuca City, as follows:

**SECTION 1.** That the total number of ballots cast at the general election, was 683.

**SECTION 2.** That the votes cast for Proposition 401, extension of the Home Rule Option, were as follows:

	<u>Vote Total</u>
Yes	377
No	282

**SECTION 3.** That it is hereby found, determined and declared of record, that Proposition 401, extension of the Home Rule Option, has been approved by the voters in the affirmative.

**SECTION 4.** That the votes cast for the candidates for councilmember, for the single 2-year term, were as follows:

<u>Name</u>	<u>Vote total</u>
Debra Trate	556
Write-in	27

**SECTION 5.** That it is hereby found, determined and declared of record, that the following candidate did receive the greatest number of votes of the electors of the Town voting on the single 2-year council term:

Debra Trate

**SECTION 6.** That the votes cast for the candidates for councilmember, for the three 4-year terms, were as follows:

<u>Name</u>	<u>Vote total</u>
Christy Hirshberg	556
<i>Official</i> Write-in, Jean Post	19
<i>Unofficial</i> Write-in	175

**SECTION 7.** That it is hereby found, determined and declared of record, that the following two candidates did receive the greatest number of votes of the electors of the Town voting on the three 4-year council terms:

Christy Hirshberg  
Jean Post

**SECTION 8.** Pursuant to the Town Code, section 2.15.015 (C), the three successful candidates, [Debra Trate, Christy Hirshberg and Jean Post, shall be declared elected to the office of Councilmember of the Town of Huachuca City, effective immediately; and the Town Clerk is hereby directed to issue to them Certificates of Election for their respective terms of office.

**SECTION 9.** This Resolution shall be in full force and effect immediately upon its adoption.

**PASSED AND ADOPTED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF HUACHUCA CITY, COCHISE COUNTY, ARIZONA, THIS 19th DAY OF NOVEMBER, 2020.**

\_\_\_\_\_  
Johann Wallace, Mayor

ATTEST:

Approved as to Form:

\_\_\_\_\_  
Brandye Thorpe, Town Clerk

\_\_\_\_\_  
Thomas Benavidez, Town Attorney